next heir male" which were regarded as indicating that the person who should be the heir was to take as a purchaser and so to become a new stock of descent. Because the instant case is also a gift to the heir in the singular number the sole question should be whether there are sufficient superadded words of limitation, or whether there is such a change in the usual order of the words used as to indicate an intention that the testator meant something other than that the words "male heir" were used as words of limitation. Should the fact that he said "male heir" instead of "heir male" make any difference. It has been held that these two phrases have precisely the same meaning. *Blackburn* v. *Stables,* 2 V. & B. 367, 35 Eng. Rul. Cas. 358; *Doe d. Angell* v. *Angell,* 15 L. J. Q. B. 193. Should the use of the word "forever" take the case out of the rule of *Shelley's Case?* The court said it should not, relying on *Fuller* v. *Chamier,* L. R. 2 Eq. 682, 35 L. J. Ch. 772, which held that though the word "forever" might create a fee "it is necessary that there should be a clear and distinct limitation to the heir in the singular number, with the limitation over to the heirs in the plural number, in order to show that the singular heir is made the stirps, and that the descent is to take place from him." This rule would limit the application of *Archer's Case* to a situation entirely analogous, to cases in which practically the same words of limitation were used. It has been suggested that any form of words which indicates that the heir to whom the remainder is limited was to take a fee would invoke the rule in *Archer's Case,* 9 ILL. L. REV. 586. But it is submitted that since in *Shelley's Case* too there was a gift to the heirs male of E. S. "and the heir male of the body of such heirs male" the application of the doctrine of *Shelley's Case* as applied in *Fuller* v. *Chamier,* supra, is correct. See 29 L. R. A. N. S. 963, note.

SALES—VALIDITY OF BULK SALES ACT.—The New York Court of Appeals has declared the so-called SALES IN BULK LAW (Personal Property Law, §44 L. 1914, Ch. 507), making transfers of goods in bulk presumptively fraudulent, except upon compliance with prescribed requirements for notice to creditors of seller, constitutional—*Klein et al.* v. *Marvelas* (N. Y. 1916), 114 N. E. 809.

In *Wright* v. *Hart* (1905), 182 N. Y. 330, a very similar statute enacted in 1904 (L. 1904, Ch. 569) was held to be in conflict with those clauses of the Federal and State Constitutions providing that no person shall be deprived of life, liberty, or property without due process of law, and that no state shall deny to any person the equal protection of its laws, in that the statute affected the liberty and property of a limited class of citizens by arbitrarily and unnecessarily restricting their right to contract for, bargain and sell a particular kind of property. The clauses in both the federal and state constitutions referred to in that decision have remained unchanged. Since that case was decided the validity of similar statutes has been upheld in a large number of states, and by the United States Supreme Court in *Lemieux* v. *Young,* 211 U. S. 489, and *Kidd, Dater and Price Co.* v. *Musselman Grocery Co.,* 217 U. S. 461. In delivering the opinion of the court in the principal case, CARDOZO, J., said: "We think it is our duty to hold that

the decision in *Wright* v. *Hart* is wrong. The unanimous or all but unanimous voice of the judges of the land, in the federal and state courts alike, has upheld the constitutionality of these laws. At the time of our decision in *Wright* v. *Hart,* such laws were new and strange. They were thought in the prevailing opinion to represent the fitful prejudices of the hour." The New York Court of Appeals is to be commended for frankly admitting its erroneous decision instead of blindly following it or attempting to distinguish the present statute from the earlier one. A failure of justice often results from the obstinate refusal of a court to overrule a former decision which is clearly against the weight of authority and reason. The attitude of the court of appeals in admitting its error may be compared to that of Lord MANSFIELD. In speaking of that great common law Judge, BULLER, J., (*Lickbarrow* v. *Mason,* 2 Term Rep. 63), said: "It is but just to say that no judge ever sat here more ready than he was to correct an opinion suddenly given at Nisi Prius."

SPECIFIC PERFORMANCE—OF CONTRACT TO ADOPT.—The defendant's intestate apparently adopted the plaintiff and the latter was brought up as a member of intestate's family. Upon the intestate's death the plaintiff brought an action of specific performance claiming a share of the former's estate. The deed of adoption was found to be void because of a formal defect; furthermore, it contained no promise to leave the plaintiff any property or to make her the intestate's heir. *Held,* that specific performance should not be granted. *Webb* v. *McIntosh* (Ia. 1916), 159 N. W. 637.

The right of inheritance can only be conferred upon a stranger by strict compliance with the adoption statute and so if the plaintiff claims as heir-at-law, she must fail. *Willoughby* v. *Motley,* 83 Ky. 297; *Renz* v. *Drury,* 57 Kan. 84. But in the principal case the plaintiff evidently does not claim as heir-at-law by virtue of the adoption laws, but rather by virtue of an implied contract that intestate should will a share of her property to the plaintiff, which contract the plaintiff seeks to enforce against the deceased's estate. An invalid adoption paper may be evidence of such a contract. *Prince* v. *Prince* (Ala. 1915), 69 So. 906. Where there is a contract to leave one's property upon his death included in a defective agreement to adopt, the two contracts may be treated separately and the latter enforced, although the former cannot be. *Starnes* v. *Hatcher,* 121 Tenn. 330, 117 S. W. 219. Specific performance was granted against the personal representative of the promisor where the agreement in the adoption paper was that the child should inherit the promisor's property or be his heir. *Kofka* v. *Rosicky,* 41 Neb. 328, 25 L. R. A. 207, 59 N. W. 788; *Anderson* v. *Blakely,* 155 Ia. 430, 136 N. W. 210. The two last mentioned cases evidently are decided upon the theory that the promise that the child shall "inherit" is equal to a contract to make a will leaving a share of property to the child. As to the point of the plaintiff's ability to sue upon the contract though not a party to it, see *Crawford* v. *Wilson,* 139 Ga. 654, 78 S. W. 30, 44 L. R. A. N. S. 773. The last mentioned case allows specific performance in case the agreement was only "to adopt," as in the principal case, upon the theory that the parties intended